

Cirrus Networks Terms of Service

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Introduction

These Terms of Service ("Terms") govern your access and use of the services or products provided by Cirrus Networks LLC (Cirrus) through this website (the "Website") and any associated software, applications, and features related. By accessing, subscribing, or purchasing any Services, you acknowledge and agree to be bound by these Terms. If you do not agree with these Terms, you must immediately discontinue your use of the Services.

Scope of Agreement

These Terms apply to all users, including individuals and entities that access or use the Services. Your use of the Services also implies acceptance of our Privacy Policy, any additional agreements, and the rules governing the Gnode Blockchain as adopted by the community. These Terms represent the entire agreement between you and Cirrus and supersede any prior agreements.

The Technology

The **Gnode Blockchain** is a decentralized, community-driven, open-source blockchain designed to facilitate secure and transparent transactions. The blockchain integrates with AI products and services, providing reliable real-time data. The network is powered by distributed nodes ("Gnode Nodes") operated by participants who earn GNO digital rewards ("GNO Rewards") for their contribution to the network. Cirrus does not exercise centralized control over the blockchain; it is governed by community protocols.

Code of Conduct

At **Cirrus**, we are committed to the highest standards of integrity, ethics, and professionalism. This Code of Conduct sets forth the core values, principles, and guidelines that direct our actions and decisions, reinforcing our commitment to transparency, trust, and ethical behavior in all aspects of our operations.

Our Core Values

- **Integrity:** We operate with honesty and uphold transparency in every interaction.
- **Respect:** We value each individual, promoting inclusivity and treating everyone with dignity.
- **Accountability:** We take ownership of our actions and are committed to responsible decision-making.

- **Innovation:** We embrace change, constantly striving to improve and lead with forward-thinking solutions.
- **Compliance:** We adhere strictly to all applicable laws, regulations, and industry best practices.

Key Focus Areas

- **Adherence to Legal Standards:** We comply with all relevant laws, regulations, and industry guidelines.
- **Ethical Business Practices:** We avoid conflicts of interest, engage in fair competition, and safeguard confidential information.
- **Professional Workplace Conduct:** We foster a safe, respectful, and substance-free environment for all team members.
- **Responsible Use of Resources:** We ensure all Cirrus resources are utilized effectively and for appropriate business purposes.

Reporting Violations

We encourage anyone who witnesses or suspects a violation of this Code to report it. All reports are taken seriously and will be handled with appropriate disciplinary measures to ensure compliance and uphold our standards.

Commitment to Ongoing Improvement

We regularly review and update our Code of Conduct to reflect changes in laws, regulations, and industry standards, ensuring our practices evolve with the dynamic business environment.

Contact Us

If you have any questions about our Code of Conduct or need further information, please reach out to us at support@cirrusnetworks.io

Geographic Restrictions

We make no claims that the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

We retain the right to choose the markets and jurisdictions where we operate and provide the Services, and we may decide, at our discretion, to restrict or refuse to provide the Services in specific countries or regions.

Eligibility

The Services are offered to users who are at least 18 years of age and have the legal capacity to form binding contracts. By accessing the Services, you represent that you meet these eligibility requirements and comply with all applicable laws and regulations. If you do not meet these requirements, you may not access or use the Services.

Term

These Terms of Service become effective on the date you first subscribe, purchase, access, or use the Services (referred to as the "Effective Date") and will remain in force until terminated.

Fees

We may apply charges for some or all of our Services (referred to as "Fees"). A schedule of these Fees may be displayed on our Website or provided at the time of your purchase. We reserve the right to modify these Fees at any time and at our discretion.

Please note that any actions related to the blockchain node software are carried out based on your explicit instructions. We do not host or manage any nodes directly. Instead, we may refer you to third-party hosting providers, which may be affiliated or unaffiliated with us. If you choose to enter into an agreement with any third-party entity, such as an individual, corporation, partnership, limited liability company, government body, trust, or association (referred to as a "Third Party"), that party may impose additional fees ("Third-Party Fees"). You may also use third-party software that comes with its own transaction or transfer fees. You are fully responsible for covering all such Third-Party Fees.

In addition, transactions on the blockchain may incur fees necessary for processing digital reward transactions ("Blockchain Transaction Fees"). These fees are used to facilitate, record, verify, and process activities on the blockchain. Blockchain Transaction Fees are non-refundable. Any action involving the withdrawal or transfer of your digital rewards may be subject to these fees. While we may provide estimated costs for Blockchain Transaction Fees, these estimates are not guaranteed and may be inaccurate. You have the option to adjust these fees based on the urgency of your transaction preferences. It is solely your responsibility to pay any transaction fees associated with blockchain activities. We do not cover or advance these fees on your behalf and are not liable for any discrepancies between estimated and actual fees incurred. Additionally, Third-Party Fees may reduce the overall amount of digital rewards you receive, so you must manage the timing, usage, and frequency of your digital reward transactions to minimize such fees.

Account Registration

To access certain features of the Services, you may be required to create an account. When registering, you agree to:

- Provide accurate and complete information;
- Maintain the confidentiality of your login credentials;
- Accept responsibility for all activities that occur under your account.

We reserve the right to suspend or terminate accounts that violate these Terms or exhibit suspicious activity.

Taxes

You are solely responsible for any taxes or duties associated with your use of the Services, including income taxes on GNO digital rewards.

Subscription Services

Certain Services are only accessible through upfront payment for a specific duration (referred to as a "Subscription"). Subscriptions will automatically renew unless canceled beforehand. However, we reserve the right to request your consent before renewing any Subscription. If there is an increase in the Subscription Fees, we will make reasonable efforts to inform you ahead of time.

Payment

You are required to provide a valid payment method for the Services. In the event that we are unable to process the payment (due to factors like card expiration or insufficient funds) and the Services have not been canceled, you will still be liable for any outstanding balances. We will continue to attempt charging the designated payment method.

User Registration, Account Creation, and Access Credentials

To access certain Services, you may be required to register or create an account. During this process, you might need to provide personal details such as your full name, email address (temporary or disposable emails are not allowed), phone number, and current physical address.

We may request additional information, supporting documents, or even a face-to-face meeting as part of an **Enhanced Due Diligence** process. Any expenses related to this process may be charged to you. While this review is ongoing, we may temporarily restrict your account access or use of the Services. We retain the sole right to accept or deny any account application, limit the number of accounts you can create, and impose restrictions on account usage.

To secure your account, we may provide you with, or you may be prompted to choose various methods to verify your identity, referred to as **Access Credentials**. These credentials can include usernames, identification numbers, passwords, security keys, tokens, PINs, or other methods or devices designed to authenticate your identity and authorize access to the Services. These Access Credentials may be used individually or in combination for enhanced security.

Privacy Policy

Your use of the Services is subject to our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using our Services, you consent to the practices described in the Privacy Policy.

Permitted Use

Provided that you comply with these Terms of Service and have settled any applicable Fees, we grant you a limited, non-exclusive, non-transferable right to access and utilize the Services, strictly for the purposes outlined within these terms (“Permitted Use”).

Additionally, we grant you a non-exclusive, non-sublicensable, non-transferable license to use the following, solely in relation to your Permitted Use:

- a) Any guides, manuals, instructions, or other materials we supply that detail the features, components, setup, operation, support, or maintenance of the Services (collectively referred to as the “Service Documentation”).
- b) Any technical specifications for the Services we provide to help you understand the features and requirements (referred to as “Specifications”).
- c) Any instructions, documents, or materials related to the information technology systems used by us or any third-party service providers, including computers, software, hardware, databases, electronic systems (including database management systems), and network infrastructure (collectively referred to as “System Documentation”).
- d) Any other data, documents, materials, tools, devices, software, content, and technological methods or inventions we use or provide in connection with the Services or the supporting infrastructure (“Supplementary Documentation”).

Downloadable Software

Certain Services may require or include the use of specific software. This software might be provided either by us or by a third-party provider. In some instances, you may need to enter into a separate licensing agreement before you can use the software. Some of these license agreements may have associated fees, and you will be fully responsible for any costs related to those licenses. If the Services include downloadable software and no separate license agreement is needed, we grant you a limited, non-transferable, non-exclusive, and non-assignable right to install and use the software solely for Authorized Use, as defined in these Terms of Service. Any software provided by us is considered part of the Service Infrastructure under these Terms of Service.

The **Cirrus App (Cirrus Wallet)** is a downloadable application we provide for managing your digital assets, including GNO digital rewards. We do not take custody or control of any GNO

digital rewards stored within the Cirrus App. You may also use compatible digital applications or wallets from third-party providers that connect securely to the Gnode Blockchain. We are not liable for any damage or loss arising from the use of such third-party apps or wallets. You can use the Cirrus App or other compatible wallets to send and receive GNO digital rewards with other participants on the Gnode Blockchain.

Each **Gnode Node** requires downloadable software that comes with a separate licensing requirement from us. You are responsible for acquiring this license, downloading the software, and setting up the node on a secure VPN. Additionally, you are responsible for securing, maintaining, and paying for any necessary hosting services.

Currently, there are no charges for downloading, accessing, or using the Cirrus App, nor for sending, receiving, or storing GNO digital rewards within the application. However, we reserve the right to implement fees for these services in the future.

Digital Rewards

GNO Rewards are digital incentives distributed to participants of the Gnode Network. These rewards:

- Are not securities, legal tender, or investment products;
- Do not guarantee any return on investment;
- Are subject to market fluctuations, and their value may increase or decrease based on external factors.
- May not have any value outside of the Cirrus marketplace.

You should not view GNO Rewards as financial investments and understand that they may have limited or no liquidity.

Incentive Programs

Occasionally, we may introduce initiatives that enable you to earn rewards, such as GNO Digital Rewards, NFTs, or other forms of incentives based on your activities, like referrals or participation in special promotions (“Bonus Rewards”). We do not provide any guarantees or warranties about these Bonus Rewards, nor do we promise that the related Services will function without error or disruption. You are solely responsible for your actions in pursuing any Bonus Rewards and agree to release us from any liability for potential opportunity costs or losses arising from not receiving such rewards.

Referral Incentive Program

We may periodically introduce a referral incentive program, enabling you to earn points for successfully referring new participants. We retain the right to alter, pause, or terminate the referral program at any time. The availability of referral rewards is not guaranteed and is subject

to specific terms, conditions, and measures to prevent fraudulent activity. Participants must adhere to all program guidelines and must not engage in any deceptive or misleading behavior.

By taking part in the referral program, you accept these terms and understand that rewards are not assured. We disclaim any liability for false representations made by users involved in the referral program.

Rewards Wallet

You may also create a Rewards Wallet, which is a decentralized, non-custodial wallet secured by a passcode. Upon the creation of the Rewards Wallet, the Gnode Blockchain generates a cryptographic private key and public key pair that you must use to send and receive any digital rewards supported on the Gnode Blockchain. The passcode for the Rewards Wallet must be entered by the account holder to sell or transfer digital assets.

Control of Service and User Responsibilities

Our Control

Unless specifically stated otherwise within these Terms of Service, we retain exclusive control over the operation, provision, maintenance, and administration of all Service Documentation, System Documentation, and Ancillary Documentation (collectively referred to as “Documentation”); Specifications; Service Infrastructure; and any additional information, content, devices, processes, software, or technologies provided or utilized by us in connection with the Services (collectively, the “Service Materials”). This includes aggregated, anonymized data from your use of the Services, such as performance statistics and data derived from monitoring (“Resultant Data”) but does not encompass your personal data (“Customer Data”).

Your Control

You maintain full control over your Customer Data and the configuration, management, and access of your own information technology systems (referred to as “User Systems”), including hardware, software, databases, and cryptographic keys. You are solely accountable for any access to or use of the Service Materials through your User Systems, as well as any actions or decisions based on this use. You must ensure that any hardware or equipment you use, such as a computer or GPU, meets the necessary requirements to safely connect to the Gnode Blockchain network.

You are fully responsible for the configuration of your User Systems and any associated decisions, including optimization strategies. We do not manage or control the choice of blockchain protocols. You acknowledge that the transaction difficulty may increase over time, impacting mining or other activities, and that variations can occur across different nodes within the network.

If you acquire or receive GNO digital rewards, you maintain full ownership and control over these assets. You are also responsible for implementing safeguards against data breaches, including anti-virus measures and backup solutions.

Responsibility for Cirrus App Use

When utilizing the Cirrus App for managing GNO digital rewards, you are accountable for all activities carried out through the application. You accept the associated risks of authorized or unauthorized access. It is your obligation to understand and manage the use of private keys and ensure a secure backup of the app, as loss of backup could result in the inability to access your GNO digital rewards. Additionally, should we discontinue any of the Services, you may lose access to your digital rewards if no alternative measures are in place.

Intellectual Property

Cirrus retains all rights, title, and interest in the Services, including any intellectual property related to the Gnode Blockchain, GNO Rewards, and associated content. You may not use our trademarks, logos, or proprietary content without prior written consent.

Blockchain Transactions & Associated Risks

For a transaction to be successfully validated on the Gnode Blockchain, it must be confirmed and permanently recorded in its distributed ledger. We do not have control over the validation process of transactions on the blockchain.

Similarly, we do not influence the creation or issuance of GNO digital rewards on the Gnode Blockchain. We cannot guarantee that any transaction details submitted through the Cirrus App or any connected Rewards Wallet will be processed or confirmed by the blockchain network. Transaction submissions may encounter delays, errors, or fail entirely due to the inherent characteristics of blockchain technology or the particular supporting network used. Additionally, we do not assure that the Rewards Wallet has the capability to transfer the legal title or ownership rights in NFTs or GNO digital rewards, nor do we provide any warranties related to ownership. Once a transaction is submitted on the Gnode Blockchain, we are unable to cancel or amend the details of that transaction.

You accept the inherent risks tied to blockchain protocols, including but not limited to network congestion, high fees, latency issues, cybersecurity vulnerabilities, regulatory changes, and potential operational or technological failures. Such risks could disrupt transaction processing or diminish the efficiency of hash rate generation. We disclaim responsibility for any service reductions or limitations caused by these blockchain-related risks.

You acknowledge the uncertainty linked to the evolution and modification of blockchain protocols. The technology behind blockchain is continuously advancing, and updates or changes, including potential forks, may occur. These modifications could alter or even discontinue support for certain algorithms or applications.

Should there be a shift from Proof-of-Work (PoW) to Proof-of-Stake (PoS) or any other consensus mechanism, you must adjust your operations to align with the new protocols. This shift could render some applications or configurations incompatible, impacting the functionality

of your systems and potentially affecting hash rate generation or other blockchain-related activities.

Blockchain Forks

In the event of a divergence within the Gnode Blockchain, whether based on an Ethereum-like architecture utilizing the Cosmos SDK or any other supported blockchain framework, there may be circumstances where we cannot maintain user operations on the resulting divergent chain. This split could disrupt your ability to access or utilize GNO digital rewards or connect seamlessly with the associated blockchain services.

It is essential for you to understand that in the case of a fork occurring on the Gnode Blockchain, transactions initiated via the Cirrus App or linked services might encounter significant disruptions. Such transactions may not execute as planned, could be incomplete, processed incorrectly, or experience substantial delays. We are not liable for any losses or damages, whether partial or complete, that may result directly or indirectly from interruptions caused by a blockchain fork.

Risk Disclosures

Engaging with blockchain technology and digital rewards carries inherent risks, including but not limited to:

Market Risk: The value of **GNO Rewards** can be highly volatile and is influenced by market conditions. There is no guarantee of value appreciation, and you may experience substantial losses.

Legal and Regulatory Risk: The legal status of digital rewards varies by jurisdiction and may change over time. Regulatory actions could impact the availability, legality, or functionality of GNO Rewards.

Security Risk: Blockchain technology is vulnerable to cybersecurity threats, including hacking and phishing. Users are responsible for safeguarding their private keys and credentials.

Irreversibility: Transactions on the blockchain are irreversible. Once confirmed, they cannot be modified, canceled, or refunded. Errors in transaction details may result in permanent loss of assets.

Refund Policy

Cirrus adheres to a **strict no-refund policy** due to the nature of digital services and blockchain transactions. Refunds are generally not provided unless there is a demonstrable error on our part. *(See full Refund Policy)*

Risk Disclosures

THE SERVICES PROVIDED HEREIN ARE NOT FINANCIAL OR INVESTMENT PRODUCTS, AND NO PART OF THESE TERMS SHOULD BE INTERPRETED AS AN OFFER OR SOLICITATION FOR INVESTMENT. WE DO NOT HAVE CONTROL OVER THE BLOCKCHAIN, TRANSACTION PROTOCOLS, OR THE DISTRIBUTION AND VALUATION OF DIGITAL REWARDS, INCLUDING THEIR LEGAL STATUS OR ANY MARKET VALUE.

DIGITAL REWARDS DO NOT REPRESENT LEGAL CURRENCY, LACK ANY FORM OF GOVERNMENT BACKING, AND ARE SUBJECT TO GREATER RISK COMPARED TO TRADITIONAL CURRENCIES. THEY ARE NOT INSURED AND INHERENTLY COME WITH RISKS DUE TO THEIR DIGITAL NATURE AND DEPENDENCE ON TECHNOLOGICAL INFRASTRUCTURE.

THE MARKET VALUE OF DIGITAL REWARDS IS HIGHLY VOLATILE AND SUSCEPTIBLE TO MARKET CONDITIONS. FLUCTUATIONS IN VALUE CAN BE SUBSTANTIAL, POTENTIALLY RESULTING IN SIGNIFICANT FINANCIAL LOSSES. USERS SHOULD BE AWARE THAT THE VALUE OF DIGITAL REWARDS MAY DECLINE AND COULD LEAD TO A TOTAL LOSS.

INDIVIDUALS DEALING WITH NFTs OR OTHER DIGITAL ASSETS, INCLUDING BITCOIN, ETHEREUM, OR ANY ERC20 TOKEN, SHOULD UNDERSTAND THAT FINANCIAL LOSSES MAY OCCUR WHEN EXCHANGING THESE ASSETS FOR FIAT CURRENCY DUE TO MARKET VOLATILITY. FAVORABLE EXCHANGE RATES MAY ALSO RESULT IN TAX LIABILITIES. USERS ARE ADVISED TO SEEK GUIDANCE FROM A QUALIFIED TAX PROFESSIONAL TO UNDERSTAND ANY TAX OBLIGATIONS ARISING FROM THE ACQUISITION, SALE, OR USE OF DIGITAL ASSETS. USERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TAX REQUIREMENTS.

THE LEGAL AND REGULATORY FRAMEWORK SURROUNDING DIGITAL ASSETS VARIES ACROSS JURISDICTIONS AND IS SUBJECT TO CHANGE. REGULATORY DEVELOPMENTS COULD HAVE ADVERSE IMPACTS ON THE SERVICES, INCLUDING POSSIBLE RESTRICTIONS OR NECESSARY MODIFICATIONS.

TRANSACTIONS INVOLVING DIGITAL REWARDS ARE FINAL AND CANNOT BE REVERSED. ANY ERRORS, OMISSIONS, OR FRAUDULENT ACTIVITIES MAY LEAD TO LOSSES THAT CANNOT BE RECOVERED. DUE TO THE IMMUTABLE NATURE OF BLOCKCHAIN TECHNOLOGY, ONCE A TRANSACTION IS RECORDED ON THE PUBLIC LEDGER, IT CANNOT BE ALTERED OR UNDONE.

UPDATES TO THE NETWORK, INCLUDING CHANGES TO NODE REQUIREMENTS OR PROTOCOL AMENDMENTS, ARE GOVERNED BY COMMUNITY DECISIONS. USERS HAVE THE RIGHT TO PARTICIPATE IN VOTING BUT MUST BE AWARE THAT NOT ALL CHANGES MAY BE IN ALIGNMENT WITH THEIR PERSONAL INTERESTS.

Disclaimers

TO THE EXTENT ALLOWED BY LAW, WE ARE NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE (DDoS) ATTACK, MALWARE, VIRUSES, OR OTHER HARMFUL COMPONENTS THAT MAY INFECT YOUR DEVICES, SOFTWARE, DATA, OR OTHER PROPRIETARY MATERIAL AS A RESULT OF USING OUR SERVICES.

USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. ALL SERVICES AND RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. WE DO NOT GUARANTEE THE ACCURACY, RELIABILITY, SECURITY, OR CONTINUOUS AVAILABILITY OF THE SERVICES. WITHOUT LIMITATION, WE DO NOT WARRANT THAT THE SERVICES WILL BE FREE FROM ERRORS OR INTERRUPTIONS, THAT DEFECTS WILL BE FIXED, THAT THE INFRASTRUCTURE SUPPORTING THE SERVICES WILL BE FREE FROM MALICIOUS SOFTWARE, OR THAT THE SERVICES WILL SATISFY YOUR REQUIREMENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER WE NOR OUR AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS WILL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES. THIS INCLUDES, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SUCH AS PERSONAL INJURY, EMOTIONAL DISTRESS, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, WHETHER RESULTING FROM NEGLIGENCE, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, WE, ALONG WITH OUR LICENSORS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) LOSS OF PRODUCTION, BUSINESS, OR REVENUE; (B) DISRUPTION OR INTERRUPTION OF SERVICES, INCLUDING DELAYS OR INABILITY TO ACCESS THE SERVICES; (C) DATA LOSS, DAMAGE, CORRUPTION, OR SECURITY BREACHES; (D) COSTS INCURRED FOR

REPLACEMENT OF GOODS OR SERVICES; OR (E) DAMAGE TO REPUTATION OR LOSS OF GOODWILL.

OUR TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL BE LIMITED TO THE COVERAGE AVAILABLE UNDER OUR GENERAL LIABILITY INSURANCE, ERRORS AND OMISSIONS INSURANCE, AND UMBRELLA INSURANCE POLICIES THAT ARE IN FORCE AT THE TIME THE CLAIM IS MADE.

IF THERE IS NO INSURANCE COVERAGE FOR THE CLAIM, YOU AGREE THAT OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO US FOR THE SERVICES DURING THE NINETY (90) DAYS IMMEDIATELY PRIOR TO THE INCIDENT THAT LED TO THE CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

THIS LIMITATION DOES NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Governing Law and Jurisdiction

These Terms are governed by the laws of the **State of Wyoming**, without regard to its conflict of law provisions. Any legal proceedings arising out of these Terms shall be exclusively conducted in the state or federal courts located in Wyoming. You waive any objections to venue or jurisdiction in these courts.

Arbitration

All disputes arising from these Terms or your use of the Services shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration will take place in Wyoming, or remotely if agreed upon by both parties.

Class Action Waiver: You agree to resolve any disputes on an individual basis and waive the right to participate in any class action or representative proceeding.

Confidentiality: The arbitration proceedings and any related information shall remain confidential, except as required by law.

Time Limit for Filing Claims

TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY CLAIM OR LEGAL ACTION YOU WISH TO PURSUE ARISING FROM OR RELATED TO THESE TERMS OF SERVICE

OR THE SERVICES MUST BE INITIATED WITHIN ONE (1) YEAR FROM THE DATE THE CLAIM OR CAUSE OF ACTION FIRST AROSE. IF NOT FILED WITHIN THIS TIME FRAME, THE CLAIM WILL BE FOREVER WAIVED AND BARRED.

Indemnification

You agree to indemnify and hold Cirrus, its affiliates and partners harmless from any claims, losses, or damages arising from your violation of these Terms or misuse of the Services.

Changes to Terms

We may update these Terms periodically. Any changes will be effective immediately upon posting on the Website. Continued use of the Services indicates acceptance of the revised Terms.

Force Majeure

We will not be liable for any failure or delay in the availability of or access to the Services or other performance under these Terms of Service due to any cause beyond our reasonable control (a “**Force Majeure Event**”), including without limitation an act of war, terrorism, pandemic, act of nature, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, hacker attack, or failure of the Internet. We will give you notice of such cause and shall use our reasonable commercial efforts to correct such failure or delay in performance.

Electronic Signature Disclosure and Consent Notice

By opting to use our Services, you agree to receive communications electronically (“Electronic Communications”), which will be considered equivalent to written forms.

Types of Electronic Communications You Will Receive

You may receive the following Electronic Communications from us:

- Terms and conditions, including updates and revisions
- Legal and regulatory disclosures related to the Services
- Privacy policies and updates
- Pre-payment disclosures, transaction confirmations, and receipts
- Error resolution notices and policies
- Customer service notifications, including error reports

How We Will Deliver Electronic Communications

We will send Electronic Communications through:

1. Our website, mobile apps, or mobile site
2. Email

3. SMS text messages
4. Push notifications

You may also be directed to view these communications via hyperlinks provided in emails or online platforms.

Withdrawing Your Consent

You can revoke your consent to receive Electronic Communications by contacting us via email at support@cirrus.io or by calling 1-801-739-3990. If you withdraw your consent, your access to our Services may be terminated. We will handle your request within a reasonable time. Note that this does not affect the validity of any previous communications received before your withdrawal of consent.

Keeping Your Information Up-to-Date

It is your responsibility to ensure that your contact information, such as email address and phone number, is accurate. If communications fail due to incorrect or outdated information, your account may be considered inactive until updated. To avoid missing our messages, please add us to your email contacts. To update your contact information, reach out to us at support@cirrus.io.

Hardware and Software Requirements

To access, view, and store Electronic Communications, you will need:

- A valid email address or phone number
- A device (computer, smartphone, or tablet) with internet access and an up-to-date web browser
- Software capable of displaying, printing, or saving communications (e.g., a PDF viewer)
- Adequate storage space or the capability to print the documents

If there are significant changes to these requirements, we will inform you accordingly.

Compliance with Federal Law

Your consent aligns with the federal Electronic Signatures in Global and National Commerce Act, governing our transactions and communications.

Modifications or Termination

We reserve the right to discontinue or change Electronic Communications or this policy at any time. If substantial changes are made, we will notify you as required by law.

Acceptance of Terms

By purchasing our products or services, you confirm your consent to receive Electronic Communications as described. You affirm that your device meets the listed hardware and software requirements and that your email address and phone number are current and active for receiving such communications.

Contact Information

For support, questions, or feedback, please contact us at:

Email: support@cirrusnetworks.io